

EKU
External Agreement

This agreement is made and entered into by and between Eastern Kentucky University (EKU) and [VENDOR]_____ for the purpose of setting forth terms and conditions relating to [VENDOR] _____ utilizing space at [CAMPUS LOCATION]_____ to provide a food truck service during [EVENT]_____ on [DATE]_____.

Food Truck Vendor: _____
of Food Truck Employees: _____
Date of Event: _____
Set-up Location: _____

Representative: _____
Event Title: _____
Time of Event: _____
Availability: From: _____ To: _____

Use of Premises:

- 1) Vendor will not be charged by EKU for the use of EKU’s premises for the above-stated event.
- 2) EKU will not be charged by Vendor for services provided during the above-stated event.
- 3) Vendor will use and occupy the premises for the purpose(s) stated above and for no other purpose without first obtaining the written consent of EKU.
- 4) Vendor will conform to and comply with all of EKU’s rules and regulations and comply with applicable municipal, county, state and federal ordinances, laws, rules and regulations in using the premises, including without limitation obtaining any permits.
- 5) Vendor will not use the premises to create any nuisance, or in such a manner as may tend to increase the risk of fire or rate of liability insurance on the premises.
- 6) Vendor will be billed at cost for all expenses related to repair or replacement of physical damage to EKU premises.
- 7) Vendor will abide by availability time as dictated above.

Liability and Insurance:

- 1) Vendor, at Vendor’s expense, will carry and maintain in full force and effect at the time of the event on EKU’s premises, liability insurance covering bodily injury and property damage liability, in a form and

with an insurance contractor acceptable to EKU and authorized to do business in the Commonwealth of Kentucky, with limits of coverage of not less than one million dollars (\$1,000,000) for each incident and three million dollars (\$3,000,000) in the aggregate, for the benefit of both EKU and the Vendor as protection against all liability claims arising from the Vendor and delivering a certificate of insurance reflecting such coverage no later than five (5) days prior to the date of the use of EKU's premises.

EKU shall not be liable for any damage to persons or property arising from or caused by the Vendor. The Vendor will defend, indemnify and hold harmless EKU, its governing board, regents, officers, agents and employees from and against any and all claims, demands, damages, costs, including reasonable attorney fees, and liability for injury to persons or damage to property arising out of Vendor's services, property and/or equipment, any breach of representation or contract term by Vendor and the actions and/or negligence of Vendor's officers, agents and/or employees.

2) Vendor agrees that neither EKU nor its regents, agents, employees or volunteers are responsible for lost, stolen or damaged property.

3) Vendor will provide to EKU, no later than five (5) days prior to the date of the use of EKU's premises, a copy of their food truck permit.

4) Vendor will bear the burden of meeting any Madison County Health Department regulations required for the utilization of a food truck.

Governing Law and Forum:

This Agreement shall be governed, interpreted and construed in accordance with the laws of the Commonwealth of Kentucky, which shall also be the forum for any proceeding or suit in law or equity arising from or incident to this Agreement.

Agreed and Accepted:

EKU REPRESENTATIVE

VENDOR:

By: _____

By: _____

Date: _____

Date: _____